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16/28-D
-E

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2049 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067
213: 553-8100 FAX: 213-556-6502

875 THIRD AVENUE
NEW YORK, NEW YORK 10022
212: 418-2100 FAX: 212-418-2155

1722 EYE STREET, N.W.
WASHINGTON, D.C. 20006
202: 429-4000 FAX: 202-429-6144

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
TELEX 25-4364
FACSIMILE 312: 853-7312

18 KING WILLIAM STREET
LONDON, EC4N 7SA, ENGLAND
441: 621-1616 FAX: 441-626-7937

5 SHENTON WAY
SINGAPORE 0106
65: 224-5000 FAX: 65-224-0530

ASSOCIATED OFFICE:

HASHIDATE LAW OFFICE
IMPERIAL TOWER, 7TH FLOOR
1-1, UCHISAIWAICHO 1-CHOME
CHIYODA-KU, TOKYO 100 JAPAN
03-504-3800 FAX: 03-504-1009

RECORDATION NO. 16/28-D FILED 1425

July 13, 1990

JUL 16 1990 -12 10 PM

INTERSTATE COMMERCE COMMISSION

0-197A009

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Dear Secretary:

RECORDATION NO. 16/28-E FILED 1425

JUL 16 1990 -12 10 PM

INTERSTATE COMMERCE COMMISSION

Enclosed herewith for filing and recording pursuant to 49 U.S.C. § 11303 are one original and one copy of the following "secondary documents" (as defined in the Commissions Rules for the Recordation of Documents).

(1) Lease Supplement No. 2 Re: Pullman Leasing Trust No. 88-1 dated as of July 15, 1989 between Wilmington Trust Company and Pullman Leasing Company. This Supplement amends the Equipment Lease Agreement dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6126, and previously supplemented by that certain Lease Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6126-A;

(2) Security Agreement - Trust Deed Supplement No. 2 Re: Pullman Leasing Trust No. 88-1 dated as of July 15, 1989 between Wilmington Trust Company and The Connecticut Bank and Trust Company, National Association. This Supplement amends the Security Agreement - Trust Deed dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6126-B, and previously supplemented by that certain Security Agreement - Trust Deed Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6126-C;

JUL 16 12 07 PM '90
MOTOR OPERATING UNIT

Counterparts - CT, Maryland

Interstate Commerce Commission
July 13, 1990
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(3) Lease Supplement No. 2 Re: Pullman Leasing Trust No. 88-2 dated as of July 15, 1989 between Wilmington Trust Company and Pullman Leasing Company. This Supplement amends the Equipment Lease Agreement dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6127, and previously supplemented by that certain Lease Supplement No. 1 dated December 30, 1988, which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 6127-A;

(4) Security Agreement - Trust Deed Supplement No. 2 Re: Pullman Leasing Trust No. 88-2 dated as of July 15, 1989 between Wilmington Trust Company and The Connecticut Bank and Trust Company, National Association. This Supplement amends the Security Agreement - Trust Deed dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. - 6127-B, and previously supplemented by that certain Security Agreement - Trust Deed Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6127-C;

(5) Lease Supplement No. 2 Re: Pullman Leasing Trust No. 88-3 dated as of July 15, 1989 between Wilmington Trust Company and Pullman Leasing Company. This Supplement amends the Equipment Lease Agreement dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6128, and previously supplemented by that certain Lease Supplement No. 1 dated December 30, 1988, which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6128-A; 16128-D

(6) Security Agreement - Trust Deed Supplement No. 2 Re: Pullman Leasing Trust No. 88-3 dated as of July 15, 1989 between Wilmington Trust Company and The Connecticut Bank and Trust Company, National Association. This Supplement amends the Security Agreement - Trust Deed dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6128-B, and previously amended by that certain Security Agreement - Trust Deed Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6128-C; 16128-E

(7) Lease Supplement No. 2 Re: Pullman Leasing Trust No. 88-4 dated as of July 15, 1989 between Wilmington Trust Company and Pullman Leasing Company. This Supplement amends the Equipment Lease Agreement dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30,

Interstate Commerce Commission
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1988 and given Recordation No. 1 6129, and previously supplemented by that certain Lease Supplement No. 1 dated December 30, 1988, which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6129-A; and

(8) Security Agreement - Trust Deed Supplement No. 2
Re: Pullman Leasing Trust No. 88-4 dated as of July 15, 1989 between Wilmington Trust Company and The Connecticut Bank and Trust Company, National Association. This Supplement amends the Security Agreement - Trust Deed dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6129-B, and previously supplemented by that certain Security Agreement - Trust Deed Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 20, 1988 and given Recordation No. 1 6129-C.

Each of the foregoing documents are secondary documents. These documents should be filed sequentially under the recordation number of the respective primary documents to which they relate. Enclosed is a check for \$120.00 in payment of the applicable recording fees.

After recording, please return a stamped copy of the enclosed documents to Wiley S. Adams, Esq., Sidley & Austin, One First National Plaza, Chicago, Illinois 60603.

For your records, the names and addresses of the parties to the several documents are as follows:

Pullman Leasing Company
c/o ITEL Rail Corporation
55 Francisco Street
San Francisco, California 94133
Attn: Mr. Robert C. Kiehnle

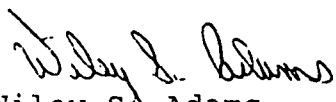
Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890
Attn: Ms. Carolyn Daniels

The Connecticut Bank and Trust
Company, National Association
One Constitution Plaza
Hartford, Connecticut 06115
Attn: Mr. Fred W. Kawam

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If you have any questions concerning the foregoing,
please call me at 312/853-2060.

Very truly yours,


Wiley S. Adams

WSA/rdr

Enclosures

RECORDATION NO.

16128-D
FILED 1423

JUL 16 1990 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-3

THIS LEASE SUPPLEMENT NO. 2 dated as of July 14, 1989 ("Supplement") is entered into between Wilmington Trust Company, a Delaware banking corporation, not individually but solely in its capacity as trustee (the "Owner-Trustee") under the Trust Agreement dated as of December 15, 1988 between the Owner-Trustee and Wells Fargo Leasing Corporation, a California corporation, establishing Pullman Leasing Trust No. 88-3, and Pullman Leasing Company, a Delaware corporation (the "Lessee"). Capitalized terms used in this Supplement shall have the meanings assigned to such terms in Annex I to the "Lease" (as defined below).

W I T N E S S E T H:

WHEREAS, the Owner-Trustee and the Lessee are parties to that certain Equipment Lease Agreement dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6128, as supplemented by that certain Lease Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 1 6128A (the "Lease"); and

WHEREAS, the Owner-Trustee and the Lessee have agreed to amend and supplement the Lease in accordance with the terms of Section 2.3 of the Lease, Section 10.2(b) of the Security Agreement and on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner-Trustee and the Lessee hereby agree as follows:

Section 1. Supplement to the Lease. Effective as of July 15, 1989, subject to the fulfillment of the conditions precedent set forth in Section 2 below, Schedules B, C, and D attached to the Lease are hereby superseded, in their entirety, by Schedules B, C, and D attached hereto and made a part of this Supplement.

Section 2. Conditions Precedent. This Supplement shall become effective as of July 15, 1989, upon the fulfillment of the following conditions precedent: Sidley & Austin's receipt of thirty-one original counterparts of this Supplement, executed by the Owner-Trustee (signed by any Vice President or Financial Services Officer of the Owner-Trustee), the Lessee and consented

to by the Security Trustee with the Reaffirmation of the Guarantor attached hereto executed by the Guarantor.

Section 3. Certification. The Lessee hereby certifies to each Note Purchaser and the Security Trustee that, after giving effect to this Supplement, the amounts payable as installments of Fixed Rent, Termination Value and Casualty Value under the Lease, with respect to any Item of Equipment, have not been reduced below amounts necessary to discharge that portion of the principal of and/or interest on the Notes due and payable on each Rent Payment Date, Casualty Value payment date or Termination Value payment date under the Lease.

Section 4. Representation and Warranty. The Lessee hereby represents and warrants that this Supplement constitutes a legal, valid and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms.

Section 5. Reference to and Effect on the Lease.

(a) Upon the effectiveness of this Supplement, each reference in the Lease to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall mean and be a reference to the Lease, as amended and supplemented hereby, and each reference to the Lease in any other document, instrument or agreement executed and/or delivered in connection with the Lease shall mean and be a reference to the Lease, as amended and supplemented hereby.

(b) Except as specifically amended and supplemented above, the Lease and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Supplement shall not operate as a waiver of any right, power or remedy of the Owner-Trustee under the Lease, nor constitute a waiver of any provision of the Lease, except as specifically set forth herein.

Section 6. Execution in Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. The Reaffirmations executed by the Guarantor may be attached to any counterpart of this Supplement with the same effect as if attached to each counterpart hereof.

Section 7. Governing Law. This Supplement shall be governed by and construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions) of the State of Illinois.

Section 8. Section Titles. The section titles contained in this Supplement are and shall be without substance, meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner-Trustee under
Pullman Leasing Trust No. 88-3

PULLMAN LEASING COMPANY

By: [Signature]
Title: VP

By: _____
Title: _____

The undersigned consents to
the terms of the foregoing
Lease Supplement No. 2:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Security Trustee

By: _____
Title: _____

This Supplement and the Lease referred to herein and the rentals and other sums due and to become due hereunder and thereunder have been assigned to and are subject to a security interest in favor of The Connecticut Bank and Trust Company, National Association, as Security Trustee under a Security Agreement-Trust Deed dated as of December 15, 1988 between said Security Trustee and the Owner-Trustee hereunder, as Debtor. Information concerning such security interest may be obtained from the Security Trustee at its address set forth in Section 21.1 of said Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner-Trustee under
Pullman Leasing Trust No. 88-3

PULLMAN LEASING COMPANY

By: _____
Title: _____

By: Robert Keenly
Title: Vice President and Treasurer

The undersigned consents to
the terms of the foregoing
Lease Supplement No. 2:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Security Trustee

By: _____
Title: _____

This Supplement and the Lease referred to herein and the rentals and other sums due and to become due hereunder and thereunder have been assigned to and are subject to a security interest in favor of The Connecticut Bank and Trust Company, National Association, as Security Trustee under a Security Agreement-Trust Deed dated as of December 15, 1988 between said Security Trustee and the Owner-Trustee hereunder, as Debtor. Information concerning such security interest may be obtained from the **Security Trustee** at its address set forth in Section 21.1 of **said Lease**.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner-Trustee under
Pullman Leasing Trust No. 88-3

PULLMAN LEASING COMPANY

By: _____
Title: _____

By: _____
Title: _____

The undersigned consents to
the terms of the foregoing
Lease Supplement No. 2:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Security Trustee

By: L E SO

Title: Vice President

This Supplement and the Lease referred to herein and the rentals and other sums due and to become due hereunder and thereunder have been assigned to and are subject to a security interest in favor of The Connecticut Bank and Trust Company, National Association, as Security Trustee under a Security Agreement-Trust Deed dated as of December 15, 1988 between said Security Trustee and the Owner-Trustee hereunder, as Debtor. Information concerning such security interest may be obtained from the Security Trustee at its address set forth in Section 21.1 of said Lease.

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

On this 14th day of July, 1989 before me personally appeared James A. Cio, to me personally known, who being duly sworn, says that he is a Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on July 14, 1989 on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Brendle
Notary Public

[NOTARIAL SEAL]

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

SS:

On this 29th day of September, 1989, before me personally appeared Robert C. Kiehnle, to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer of PULLMAN LEASING COMPANY, that said instrument was signed and sealed on September 29, 1989 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Patricia Schumacker
Notary Public

My Commission Expires: February 4, 1991

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS:

On this 14 day of July, 1989, before me personally appeared MARY LEE STORRS, to me personally known, who being by me duly sworn, says that he is a Assistant Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that said instrument was signed and sealed on July 12, 1989 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maryanne C. Young
Notary Public

My Commission Expires:

MARYANNE C. YOUNG
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

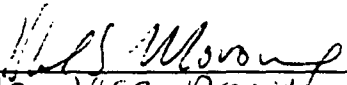
[NOTARIAL SEAL]

Reaffirmation

Re: Pullman Leasing Trust No. 88-3

The undersigned, SIGNAL CAPITAL HOLDINGS CORPORATION, a Delaware corporation, (i) consents to the execution and delivery of this Supplement by the parties thereto, (ii) agrees that this Supplement shall not limit nor diminish the obligations of the undersigned under that certain Guaranty dated as of December 15, 1988 (the "Guaranty"), executed by the undersigned and delivered to the Owner-Trustee, the Trustor, the Note Purchasers and the Security Trustee, (iii) reaffirms its obligations under the Guaranty, and (iv) agrees that the Guaranty remains in full force and effect and is hereby ratified and confirmed.

SIGNAL CAPITAL HOLDINGS
CORPORATION

By 
Title Vice President

SCHEDULE OF FIXED RENT
INSTALLMENTS

Rent Payment Date	Percentage of Equipment Cost Payable as Rent
-----	-----
15-Dec-89	4.275140%
15-Jun-90	9.225810%
15-Dec-90	4.228720%
15-Jun-91	9.272220%
15-Dec-91	3.960160%
15-Jun-92	9.540790%
15-Dec-92	3.662990%
15-Jun-93	9.837950%
15-Dec-93	3.334170%
15-Jun-94	10.166780%
15-Dec-94	2.970340%
15-Jun-95	13.530490%
15-Dec-95	2.483480%
15-Jun-96	14.017340%
15-Dec-96	2.043550%
15-Jun-97	14.457280%
15-Dec-97	1.382520%
15-Jun-98	15.118310%
15-Dec-98	0.651090%
15-Jun-99	15.849740%

(Pullman Leasing Trust No. 88-3)

SCHEDULE B
(to Equipment Lease)

SCHEDULE OF CASUALTY VALUE
FOR ITEMS OF EQUIPMENT

The Casualty Value for an Item of Equipment payable on the Base Term Commencement Date or any Rental Payment Date thereafter shall mean an amount equal to the percent of the Equipment Cost of such Item set forth opposite such date in the following schedule.

Base Term Commencement Date or Rent Payment Date on which Casualty Value is Paid	Percentage of Equipment Cost Payable as Casualty Value
-----	-----
Base Term Commencement Date	
13-Jun-89	107.771634%
13-Dec-89	108.911832%
13-Jun-90	108.229806%
13-Dec-90	108.529554%
13-Jun-91	103.629702%
13-Dec-91	103.705225%
13-Jun-92	98.100916%
13-Dec-92	98.067192%
13-Jun-93	91.810024%
13-Dec-93	91.728100%
13-Jun-94	84.767976%
13-Dec-94	84.649553%
13-Jun-95	73.947634%
13-Dec-95	73.855045%
13-Jun-96	62.289654%
13-Dec-96	62.282414%
13-Jun-97	49.890323%
13-Dec-97	50.069153%
13-Jun-98	36.579369%
13-Dec-98	37.162363%
13-Jun-99 (and assuming no renewal during any storage period)	22.500000%

(Pullman Leasing Trust No. 88-3)

SCHEDULE C
(to Equipment Lease)

SCHEDULE OF TERMINATION VALUE
FOR ITEMS OF EQUIPMENT

The Termination Value for an Item of Equipment payable on any Rental Payment Date set forth below shall mean an amount equal to the percent of the Equipment Cost of such Item set forth opposite such date in the following schedule:

Base Rent Payment Date on
which Termination Value
is Paid

Percentage of Equipment Cost
Payable as Termination Value

15-Dec-96	62.282414%
15-Jun-97	49.890323%
15-Dec-97	50.069153%
15-Jun-98	36.579369%
15-Dec-98	37.162363%
15-Jun-99	22.500000%

(Pullman Leasing Trust No. 88-3)

SCHEDULE D
(to Equipment Lease)